

CONTRACT OF EMPLOYMENT

School Administrator

It is hereby agreed by and between the Board of Education of the Gwinn Area Community Schools (hereinafter "Board") and Tom Jayne (hereinafter "Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 13th day of April, 2015, has and does hereby employ Administrator for a three year period commencing on July 1, 2015 and ending on June 30, 2018, subject to Paragraph 7, and according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.

2. Administrator represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of his/her continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the School District to enhance the operation of the School District and will use his/her best efforts to maintain and improve the quality of the programs and services of the School District.

4. Administrator shall be paid at an annual (twelve month) salary rate of One Hundred and Twelve Thousand, Five Hundred Dollars (\$112,500.00) in consideration of his/her

performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. Administrator's salary is based upon a 12-month work year, exclusive of paid time off and holidays. Administrator acknowledges that his salary may be pro-rated if he begins or ends his employment early, without completing his work-year, or if he absents himself from his duties.

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

The Board hereby retains the right to alter the annual salary of Administrator during the term of this Contract in accordance with the requirements of Section 1250 of the Revised School Code which addresses performance based compensation. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Any alteration in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract. Notwithstanding anything to the contrary contained in this Agreement, the Administrator's salary will not be reduced below an annual salary of \$112,500.00.

5. Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted personal time off (PTO) of 30 days per fiscal year, accrued at 9.2 hours per pay period beginning on July 1st of each year. A maximum of 60 days of PTO may be accrued. Any days in excess of 60 days shall be forfeited without compensation. Accrued PTO days may be used in subsequent years. In addition, Administrator will begin with a credit of ten days of PTO upon execution of this contract.

6. Administrator's performance shall be evaluated at least annually using multiple rating categories that take into account data on student growth as required by Section 1249 of the Revised School Code, as amended (or its successor provision).

7. The Administrator is subject to discipline by a majority vote of the Board for misconduct, fraud, or incompetency. The reasons for such discipline shall not be arbitrary or capricious. Discipline may include discharge of the Administrator and termination of this employment Agreement. No discharge shall be effective until written charges have been served upon the Administrator and he/she has an opportunity to be heard in a fair hearing before the Board within five days after requesting such hearing in writing to the Board. If the Administrator does not request such a hearing within 10 days of the date on the written charges provided to the Administrator, the Administrator is deemed to have waived his/her right to have such a hearing. Such hearing may be in open session or closed session upon request by the Administrator, pursuant to MCL 15.268(a). The Administrator shall be entitled to be represented by legal counsel in such a hearing, at his/her own expense. If the Board votes in open session by a majority of Board members to terminate this employment Agreement (after the Administrator

has had the opportunity to request a hearing), then this employment Agreement and the terms and conditions contained herein shall immediately become null and void.

8. In the event of Administrator's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Administrator shall first exhaust any accumulated PTO time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Administrator will be able to resume his/her duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

9. Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

10. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical

information necessary to determine if Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make benefit cost payments, as specified below, on behalf of Administrator and his/her eligible dependents for enrollment in the following insurance programs:

Health insurance: The regular health insurance plan offered to other employees of the Gwinn Area Community Schools, subject to the requirements of Public Act 152 of 2011 and any other applicable law.

Dental insurance: Same coverage as the plan offered to other employees of the Gwinn Area Community Schools, subject to any applicable laws.

Term life insurance: \$200,000.00 term life policy. (Administrator only, not family).

Vision insurance: Same coverage as the plan offered to other employees of the Gwinn Area Community Schools, subject to any applicable laws.

Long Term Disability insurance: Same coverage as the plan offered to other employees of the Gwinn Area Community Schools, subject to any applicable laws.

Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the benefit plan costs for the insurance coverages specified above, as may be determined by the Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Administrator of the amount for which he/she is responsible in excess of the Board paid benefit plan costs contributions. Administrator agrees that the amount of benefit plan costs contributions designated by the Board as Administrator's responsibility shall be payroll deducted from Administrator's compensation. The Plan(s) chosen above shall comply with the Patient Protection and Affordable Care Act, PA 152, and the IRS Code, including any requirements necessary to avoid taxes, fees, and penalties chargeable to the Board. If the Plan(s) do not comply at any time, the Board is specifically authorized to make any changes necessary to ensure compliance, including a reallocation of costs.

The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

12. Administrator is entitled to the following holidays for which no service to the School District is required: Christmas, Christmas Eve, New Years Eve, New Years Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving Day.

13. Administrator shall receive a tax-deferred annuity of \$5,000.00 per year, payable on July 1st of each fiscal year.

14. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Board or its designee.

Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board.

15. Administrator shall be provided paid moving expenses not to exceed \$ 3,000.00 to establish residency in the District, to move his/her household and all reasonable and customary items of the household, from Iron Mountain, Michigan, to his/her residence in the School District.

16. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance

coverage cannot be purchased at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

17. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

18. This Agreement shall be interpreted under the laws of the State of Michigan with venue in Marquette County, Michigan.

19. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

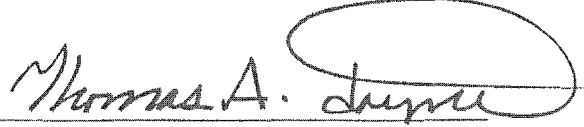
20. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

21. This Agreement is executed on behalf of the Gwinn Area Community Schools pursuant to the authority granted as contained in the resolution of the Board adopted on April 13, 2015, the same being incorporated herein by reference.

22. This Agreement can be executed in parts, on different dates and at different times. The effective date of this Agreement is the date the last required signature is affixed hereto. The parties agree to treat electronic signatures as originals, including via facsimile, email, or other electronic device.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: 4-13-15


Thomas Jayne

GWINN AREA COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date: 4-13-15

By 
Ronald K. Lauren

By 
Anthony Filizetti